

North Carolina  
Orange County

Resignation and  
Release of All Claims

KNOW ALL MEN BY THESE PRESENTS:

Dwight Butler, on behalf of himself and his heirs, personal representatives, executors, administrators, successors, and assigns (hereinafter collectively referred to as "Butler"), and in consideration of the Town accepting this Resignation and Release as his resignation from employment with the Town in lieu of terminating the undersigned, good and valuable consideration, receipt whereof is hereby acknowledged, voluntarily hereby resigns his position with the Town **effective immediately** and hereby releases and forever discharges the Town of Chapel Hill ("Town"); the Town Council and its past and present Council members (in their official and individual capacities); all past and present employees of the Town (in their official and individual capacities); and all of their respective representatives, agents and heirs; and all other persons, firms and corporations (hereinafter collectively referred to as the "Releasees") from all claims, whether known or unknown, arising out of or related in any way to his employment, and those matters alleged in his Grievances filed on **October 11, 2013**. Butler specifically discharges any claim(s) he may have against the Releasees under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. and contained in his EEOC Charge No. 433-2014-00171; 42 U.S.C. §1981; 42 U.S.C. § 1983; the Equal Pay Act, 29 U.S.C. § 206(d); the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 et seq.; the North Carolina Persons with Disabilities Protection Act; 42 U.S.C. § 1988; the North Carolina Equal Employment Practices Act; the Retaliatory Employment Discrimination Act; the North Carolina Wage and Hour Act; the Fair Labor Standards Act; the Employment Retirement Income Security Act of 1974; the Consolidated Omnibus Budget Reconciliation Act; and any other federal, state, county or local statute or ordinance, any rule or regulation; the common law, any term, provision, or amendment to the Constitution of the United States of America or to the Constitution of the State of North Carolina; or otherwise; breach of implied or express contract; claims in equity, promissory estoppel; punitive damages, invasion of privacy, unpaid wages or vacation or sick leave pay; harassment of any kind or nature; intentional or negligent infliction of emotional distress; defamation; any whistleblower, public policy, or retaliation claim; and any and all claims for relief which are, were or could have been the subject of any EEOC charge, all to the end that all claims which are or might be in controversy between Butler and the Releasees relating to the matters set forth or which could have been set forth in his Grievances or are otherwise related to his employment with the Town, may be forever put to rest, it being the intention of Butler to **discharge and release the claims against the Releasees for all consequences from the events described in his October 11, 2013 Grievance and in EEOC Charge No. 433-2014-00171, and in and any other matter related to his employment with the Town.** Butler acknowledges that if he later discovers facts different from, or in addition to, those which he now knows or believes to be true concerning the subject matter of the Grievances or other matters related to his employment with the Town, that nevertheless this Release ("Release") shall be and remain effective in all respects as to all matters up to the date of this Release.

**In further consideration of disputed claims, the Town shall pay to Mr. Butler a one-time payment of \$24, 311.90, which reflects Butler's base salary, and includes any outstanding vacation and sick leave. The Town will also make its contribution to Butler's benefits package, specifically, payment to Butler's 401(k) fund (\$1,215.60), the North Carolina State Retirement System (\$1,743.16), and his premiums for his disability and life insurance policies (\$243.12), the receipt and sufficiency of which is hereby acknowledged, in full and final satisfaction of all claims which were or could have been raised related to his prior Grievances, and any other matters pertaining to his employment up to the date of the execution of this Release.**

The undersigned understands and acknowledges that his **health insurance is in effect until May 31, 2014**, at which time the Town's responsibility regarding the payment of any health care premiums, or any other payments associated with his Town healthcare benefit, will cease. Butler also understands and acknowledges that after May 31, 2014, he will be entitled to Cobra and may be eligible for other insurance and retirement benefits through the State retirement system and that it is his responsibility to complete the necessary paperwork and satisfy all requirements to receive those benefits.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that any payment made hereunder is not an admission of liability on the part of the party or parties hereby released, and that said Releasees deny any liability therefore and intend merely to avoid litigation and buy their peace.

The undersigned declares and represents that no promise, inducement, or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

The undersigned further warrants and represents that he has not assigned any of his rights, claims or causes of action relating to the alleged incidents to any other person or entity.

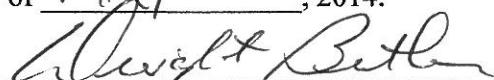
The undersigned agrees and acknowledges that the negotiations, discussions and terms and conditions of this Release shall remain confidential, except as required by law. The undersigned further covenants and pledges not to disparage or denigrate the parties released herein. The undersigned further acknowledges and agrees that any violation of this paragraph will cause irreparable harm to the parties released herein. However, the undersigned acknowledges that this paragraph shall not operate or be interpreted to prohibit the parties released herein from disclosing that this matter has been settled or the amount of settlement and that the parties released herein may make such disclosures as may be required pursuant to applicable law or as may be deemed reasonably prudent, in their sole discretion.

This undersigned acknowledges and understands that this Release shall constitute a complete defense to any legal, equitable, or administrative actions that may be brought by him or on his behalf against the Town or any department or agent or employee of the Town and shall be a complete bar to any claim, demand or lawsuit or other proceeding against the same relating to any events, acts or omissions occurring at any time prior to the execution of this Agreement.

This General Release shall bind the signer, his heirs, next of kin, executors, administrators, agents, successors or assigns and shall insure to the benefit of the parties released, their heirs, next of kin, executors, administrators, successors or assigns.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned individual knowingly and voluntarily executes this Release.

Signed, sealed, and delivered this the 6 day of MAY, 2014.



Dwight Butler

STATE OF NORTH CAROLINA  
COUNTY OF ORANGE

Sworn to and subscribed before me this the 6 day of

May, 2014.

Janey C. Mallory  
Notary Public

My commission expires: March 18 2019